

# FOR LEASE ONSLOW AIRPORT *AIRSIDE LOTS*

# **Details & Offer**



#### 1 DETAILS

The following information must be read in full and considered prior to submitting an "Onslow Airport Airside Lots for Lease – Offer".





#### 1.1 INTRODUCTION

The township of Onslow has traditionally been a small fishing, holiday and pastoral community supported by the growth of tourism and, in more recent times, the salt industry. Now, its deep water access and proximity to off-shore gas reserves will help write the next pages in Onslow's history with the development of the Ashburton North Strategic Industrial Area (ANSIA).

The ANSIA has been identified by the State as a strategic area that will cater for the development of liquefied natural gas processing and storage, and provide a multi-user export hub that will primarily be used by those in the oil and gas sector. Population growth and expansion of the town will be brought about by the ANSIA's development and the growth of local industry. This population growth and expansion has inaugurated strategic planning to prepare Onslow for potential growth of more than 3,300 residents.

The Onslow Airport is a security controlled, Civil Aviation Safety Authority certified facility owned and operated by the Shire of Ashburton. Due to the commencement of both the Macedon and Wheatstone Projects at the ANSIA, air transport to Onslow has increased significantly with open and closed charter flights operating daily out of the Onslow Airport.

Opportunities exist to support the on and offshore oil and gas activities through the establishment of an air freight logistics hub or support services.

The fully serviced aviation facility with Code C apron is complimented by the new Terminal, incorporating departure and arrivals lounge, office space, baggage handling system, cafeteria with internal and external seating, check in counters, ground handling services in addition to passenger security screening facilities.

The serviced (power and water), pre-developed airside lots are located on Onslow Road, 4 kilometres south of the Onslow town site and airside to the Onslow Airport. The lots are zoned for Public Purpose (Airport) under the Town Planning Scheme No 7 (TPS 7) which allows a wide range of airport uses and or services/associated uses.

The lots present an opportunity to meet the growing demand of the aerospace industry and are being offered on a (negotiable) 10 year lease with a further 5 year term.

# 1.2 BACKGROUND

The redevelopment completed in August 2015 resulted in:

- Construction of a 1900m runway, taxiway and apron (suitable for code C aircraft)
- Runway and apron lighting
- Radio and navigational aids
- New terminal, including passenger and baggage screening facilities
- Refuelling facilities
- Access road and parking facilities

# 1.3 LEASE LOTS

The proposed lease lots (sizes negotiable) are shown on the Preliminary Plan, hatched green and have direct airside access to GA apron (southern apron) and taxiways. These pre-developed lots are ready for construction and are for private use and small level commercial operations.

PREMISES		
DESCRIPTION	AREA	
Lot 1	1124m <sup>2</sup>	
Lot 2	1187m <sup>2</sup>	
Lot 3	704m <sup>2</sup>	
CONDITION	Pre-developed, level lots Airside and direct runway access from the property (non- exclusive use) Serviced – electricity and water (metered distribution pillar on the boundary of the lot)	

The lease lots are located on Lot 16 Onslow Road, Onslow.

	The lots will not be connected to a reticulated sewerage system. The Lessee shall be responsible for installing an approved onsite effluent disposal systems
	Geotechnical information prepared by CMW Geosciences in November 2014 is available upon request
	See attached plan
LOCATION / COMMENT	Adjacent to fully serviced facility
	On-site support services

# 1.4 LAND USE

Land use within the Public Purpose (Airport) zone is guided by the provisions of TPS 7. Copies of TPS 7 can be downloaded from <u>http://www.ashburton.wa.gov.au/building-planning/town-planning-/shire-of-ashburton-town-planning-scheme-no-7</u>. Additionally, airside activities must comply with the requirements of the Aviation Transport Security Act and Regulations.

To comply with safety and security requirements, public access to selected areas may be restricted. Vehicles and personnel may be precluded to ensure they do not become a hazard to aviation.

Caretaker's dwellings are not permitted within the Public Purpose (Airport) zone.

The keeping of any animals on the lot is prohibted.

No activity is permitted within the lease area that may in the opinion of the Lessor become a nuisance, annoyance or danger to any person or property, or which may interfere with the proper use and function of any area within the airfield.

All external lighting, satellite dishes and communication apparatus will require the approval of Onslow Airport Operations and must have regard to the safe and effective operation of the airfield and CASA guidelines.

# 1.5 PLANNING APPROVALS

Development within the Public Purpose (Airport) zone is to be in accordance with the provisions in TPS 7 and land use shall be relevant to airport uses and or services/associated uses.

The Shire of Ashburton may request the removal of any building, hangar, alternation or any other structure that has been erected without their consent, or is not in accord with the organisations policies.

# 1.6 BUILDING DESIGN

Building designs, including specifications and colours, require the approval of the Airport Manager before submitting a planning or building application to the relevant authority.

All external building finishes and hangars are to be sympathetic to the surrounding landscape in design, colour and material. Walls, cladding and roofing with factory applied natural, muted toning will be supported. Unpainted Zincalume, white and reflective colours and finishes to walls, cladding and roofing will not be permitted.

Landside access must be provided to hangars (personal access door and roller door) to avoid the need for vehicles or pedestrians on the movement area.

Boundary setbacks and separation distances for all structures shall be in accordance with the Building Code of Australia, CASA guidelines or as otherwise determined by the Shire of Ashburton.

Prior to expiration of the lease, the Lessee must remove from the Premises all the Lessee's Buildings and Fixtures and property of the Lessee.

#### 1.7 SIGNAGE & ADVERTISING

Proposed signage and advertising requires the approval of the Airport Manager before submitting a planning application to the relevant authority.

Signage approvals may be incorporated into the Planning Approval application with details of the signage provided.

Signage should be of a high design standard and should not adversely impact visual amenity and be placed in accordance with TPS 7 and the Shire of Ashburton's Local Planning Policy LPP03 – Advertising Signs.

No advertising device shall be erected within the hangar area or on any building, hangar, structure or fence without prior written consent of the Shire of Ashburton.

#### 1.8 FENCING

Security fencing in accordance with the TPS 7 and the Shire of Ashburton Fencing Local Law 2014 will be permitted upon Shire of Ashburton Planning Approval.

Fences or other structures which may interfere with the safe movement of aircraft will not be permitted on the frontage of lots. Any peripheral boundary fences shall be consistent with existing fencing and must meet the minimum security requirements. All associated fencing costs are the Lessee's responsibility.

#### 1.9 INDUSTRIAL SUBSTANCES AND REFUSE COLLECTION AREAS

Flammable or explosive substances must be discharge of in accordance with the Shire of Ashburton and Environmental Protection Authority requirements.

Any rubbish or other waste material on site must be stored discretely in local government authority approved rubbish receptacles that are screened from public view. All rubbish must be stored appropriately to avoid attracting birds and wildlife.

#### 1.10 FUEL STORAGE

Aviation fuel and combustible chemicals are to be stored in accordance with established guidelines/regulations. Storage of aviation fuel on site is to be negotiated and approved by the Airport Manager.

# 1.11 COASTAL HAZARD AREA

The Mixed Business lots are not within the boundary of Onslow's Coastal Hazard Area.

# 1.12 OBJECTIVE AND EVALUATION CRITERIA

The Offer will be assessed together with qualitative criteria to determine the most advantageous outcome to the Lessor and community.

Although price is considered, the Offer containing the highest price will not necessarily be accepted; neither will the Offer ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Offer that provides all the information requested will be assessed as satisfactory. The extent to which a Offer demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Offer will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

1. Qualitative Criteria

In determining the most advantageous Offer, the Lessor will score each respondent against the qualitative criteria as detailed below. Each criterion will be weighted to indicate the relative degree of importance that the Lessor places on the technical aspects of the goods or services being provided.

NOTE: It is essential that respondents address each qualitative criterion.

Information provided addressing each qualitative criterion will be point scored by the Lessor. Failure to provide the specified information may result in a low score.

Before responding to the following qualitative criteria, respondents must note the following:

- All information relevant to each criterion are to be contained within your Offer;
- Respondents are to assume that the Lessor has no previous knowledge of their organisation, or its activities;
- Respondents are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- Respondents are to address each issue outlined within a qualitative criterion.

Description of Qualitative Criteria	Weighting
A) Company Profile	20%
<ul> <li>Describe your experience in completing/supplying similar services to the "Proposed Use" – <ul> <li>Details of the size of your organisation</li> <li>Details of your corporate structure</li> <li>Provide a copy of your company business plan and / or any other supporting documentation</li> </ul> </li> </ul>	

#### 2. Assessment Table

B) Demonstrated Capacity	20%
<ul> <li>Describe your experience in completing/supplying similar services -</li> <li>Details of similar works</li> </ul>	
C) Demonstrated Financial Capacity	20%
<ul> <li>Describe your experience in completing/supplying similar services –</li> <li>Provide a completed financial model, for each year of operation for five years which includes all sources of income, all planned expenditure including indirect costs and details of the basis on which costs have been determined</li> </ul>	
D) Organisational Capacity	20%
Details of – • Staffing • Operational hours	
E) Compliance and Quality Assurance	10%
<ul> <li>Show the ability to supply and sustain the necessary –</li> <li>Works</li> <li>Opportunity, if any, for local business and suppliers to be engaged</li> </ul>	
<ul> <li>F) Referees</li> <li>Provide details of a minimum of 3 referees. Provide details of work provided for your referees.</li> </ul>	10%

3. Price Considerations

a) Non Weighted Cost Criteria

The non-weighted cost method is used where functional considerations such as capacity, quality and adaptability are seen to be crucial to the outcome. The Lessor will make a series of value judgements based on the capability of the Respondents to complete the Requirements and a number of factors will be considered including:

- i. qualitative ranking of each Respondent; and
- ii. pricing submitted by each Respondent.

Once the Offers have been ranked, the Lessor will make a value judgement as to the cost affordability, qualitative ranking and risk of each Offer, in order to determine the Offer which is most advantageous to the Lessor.

The submitted price will be considered along with related factors affecting the total cost to the Lessor eg the service provided and benefit to the community may also be considered in assessing the best value for money outcome.

### 4. The Lessor's Policies that may affect selection.

FIN04: Buy Local: Regional Price Preference Policy (attached)

### 1.13 IMPLEMENTATION TIMETABLE

ACTIVITY	DURATION
Evaluation and Clarification of Offers	7 days
Recommendation and Council Selection of Preferred Lessee	14 days
Advertising period of preferred Lessee as required under s3.58 of the <i>Local Government Act 1995</i>	14 days
Lease and Contractual Documentation	

# 1.14 FURTHER DETAILS

All enquiries relating to the Airside Lots should be directed to:

Name: Megan Walsh – Airport Manager

Phone: (08) 9184 6001

Email: megan.walsh@ashburton.wa.gov.au

# 2 OFFER

The Chief Executive Officer Shire of Ashburton PO Box 567 Lot 246 Poinciana Street Tom Price WA 6751 Telephone: (08) 9188 4444 Email: soa@ashburton.wa.gov.au

"Onslow Airport Airside Lots for Lease – Details" must be read in full and considered prior to submitting this Offer.

#### 2.1 APPLICANT DETAILS

#### I/We (BLOCK LETTERS):

#### ADDRESS:

ABN/GST Status:	
ACN (if any):	
Telephone No.:	
Email:	

In response to Advertisement 'Onslow Airport Airside Lots for Lease - Details', Onslow Road, Onslow, I/We agree that I am/We are bound by, and will comply with this proposal. The proposed rental price is valid up to ninety (90) calendar days from the date of receipt of the Offer by the Shire of Ashburton or forty-five days from the Council resolution endorsing the lease agreement.

I/We agree that there shall be no cost payable by the Shire of Ashburton towards the preparation or Offer of this proposal irrespective of its outcome.

# 2.2 OFFER LODGEMENT DETAILS

Electronic submissions titled **ONSLOW AIRPORT AIRSIDE LOTS FOR LEASE**: <u>soa@ashburton.wa.gov.au</u>

All enquiries relating to this submission should be directed to:

Name: Janelle Fell – Economic and Land Development Manager Phone: (08) 9188 4444 Email: janelle.fell@ashburton.wa.gov.au

# 2.3 PREMISES:

The area of the Land (being approximately [INSERT]  $m^2$ ) as depicted on the plan annexed hereto as Annexure 1 as 'Proposed Lease Boundaries' including all buildings, Structures, alterations, additions and improvements on that part of the Land, or erected on that part of the Land during the Term.

### 2.4 APRON AREA:

The area of the Land as hatched dark blue on the plan annexed hereto as Annexure 1.

#### 2.5 LAND:

Portion of Ashburton Location 16, limited however to the natural surface and therefrom to a depth of 60.96 meters and being the whole of the land comprised in Certificate of Title Volume 1772 Folio 846.

#### 2.6 TERM:

10 years (negotiable) from Date of Commencement.

Expiring at midnight on \_

20

#### 2.7 FURTHER TERM:

Five years (negotiable) commencing on expiration of the Term and at the Lessor's discretion.

#### 2.8 RENT:

1. Monthly Rent (exclusive of GST)

 $1^{st}$  year - Base rent payable one (1) month in advance on the  $1^{st}$  day of each calendar month will be

\$ \_\_\_\_\_ (in words) \_\_\_\_\_

#### 2. Deposit

Payment of two (2) month's base rent, being \$\_\_\_\_\_, shall be paid within 5 days of notification of acceptance of Offer and applied to the first rental due rental payments.

#### 2.9 RENT REVIEW DATES:

On the anniversary every year for the term of the Lease including any further terms or for so long as the Lessee remains in occupation.

#### 2.10 PREFERRED LOT



The Shire of Ashburton reserves the right not to award any Lot, and/or to negotiate with preferred proponents before finalising an offer.

#### 2.11 PROPOSED USE

Please provide a breakdown of <u>all</u> development proposed including land uses and activities, which must be relevant to airport uses and or services/associated uses. Please indicate the dedicated floor areas for each identified use:

#### 2.12 OPERATIONAL DETAILS

Estimated Number of Staff:	Part-time/casual:	Full-time:	
Trading Hours:			

# 2.13 OUTGOINGS

All statutory outgoings including connections for water, electricity, telephone, local government rates, water rates and emergency services levy are the responsibility of the Lessee.

# 2.14 REGULATORY APPROVALS

The Lessee is responsible for all regulatory approvals including planning and building approval for the proposed operation.

# 2.15 NUISANCES

The Lessee will cause no nuisance to the Lessor or other occupiers of adjoining or adjacent land.

# 2.16 INSURANCES

These insurances must be current during the full term of the lease.

Insurance Type	Insured Amount
Public Liability	\$20,000,000 any one occurrence.
Product Liability	\$10,000,000 any one occurrence and in the aggregate.
Workers' Compensation	The Lessee shall insure against liability for death of or injury to persons employed, including liability by statute and at common law to a limit of not less than \$50,000,000.

#### 2.17 RATE OF INTEREST

FOUR PERCENT (4%) above the Westpac Indicator Lending Rate published by Westpac from time to time.

# 2.18 NON-EXCLUSIVE ACCESS TO APRON AREA

The Lessee is granted non-exclusive access to the Apron Area in common with the Lessor and others entitled to such use as per the Permitted Use (**Apron Area Permitted Purpose**), for the Term.

The Lessee's access to and use of the Apron Area will be in accordance with the annual fees and charges adopted by Council.

# 2.19 NOTICES

Notices will be deemed to be served if served in accordance with Section 135 of the *Property Law Act 1969* (as amended).

# 2.20 ASSIGNMENT AND SUBLETTING

The Lessee will not assign, sublet or part with the possession of the lease area unless with the prior written approval of the Lessor, such approval not to be unreasonably withheld.

# 2.21 LOT DESTROYED

If at any time during the tenancy the land the subject of this Lease is damaged so as to become unfit for habitation and use (provided the monies payable under any policy of insurance effected by the Lessor will not have been rendered through any act or default of the Lessee) the rent hereby reserved or a fair and just proportion thereof according to the nature and extent of the damage sustained (to be ascertained in case the parties cannot mutually agree by reference to a Licensed Valuer) will be suspended and cease to be payable until the said lot will again have been rendered fit for habitation and use.

# 2.22 QUIET ENJOYMENT

Provided always that all terms and conditions of the Lease have been complied with the Lessee will be entitled to enjoy peaceful occupancy of the lease area.

# 2.23 LEASE DOCUMENTATION

The Lessee will on demand by the Lessor execute a lease prepared by the Lessor's solicitors incorporating all the details and agreements noted in this Offer and such other terms and covenants as the Lessor's solicitors consider reasonable and necessary in the circumstances. The Lessee will pay the Lessor's solicitors' fees and disbursements for preparation of the lease and all applicable stamp duty.

This Contract is executed as a deed.

# 2.24 PRIORITY OF TERMS

The draft Lease covenants appended to this Offer, take priority over the terms of this Lease with the exception of those principal terms and conditions which are physically entered upon this Lease.

# 2.25 GOODS AND SERVICES TAX

**GST** means a tax levied on the value of a good or service or property supplied, including but not limited to the value represented by the Rent and the amount of Outgoings or other Money Payable to the Lessor for goods or services or property.

**Supply** means a good or service or property supplied under this Document, including but not limited to the Premises, Services and other goods or services or property the cost of which comprises part of the Outgoings.

1. Lessee must pay GST

The Lessee must pay to the Lessor the amount of any GST the Lessor pays or is liable to pay on a Supply.

1. Lessee must pay GST at same time

The Lessee must pay to the Lessor the amount of the GST that the Lessee is liable to pay:

- 1. at the same time; and
- 2. in the same manner

as the Lessee is obliged to pay for that Supply, including in relation to Rent and Outgoings at the time the Lessee is obliged to pay those amounts.

#### 1. Prices do not include GST

The price for each Supply, including Rent, fixed or determined under this Document does not include GST on that Supply and the Lessee must pay the amount of GST in addition to the price for that Supply fixed or determined under this Document.

#### 1. Apportionment of GST

Where a Supply is not separately supplied to the Lessee, the liability of the Lessee for any amount for GST in relation to that Supply is determined on the same basis as the Lessee's proportion of the cost for that supply is determined.

#### 1. Statement of GST paid is conclusive

A written statement given to the Lessee by the Lessor of the amount of GST that the Lessor pays or is liable to pay is conclusive as between the Parties except in the case of an obvious error.

### 2.26 INDEMNITY

The Lessee indemnifies the Lessor against all losses for which the Lessor becomes liable in respect of loss or damage to property or death or injury of any nature or kind and however or wherever sustained.

SIGNED BY THE RESPONDENT (Individual) SIGNED by:	SIGNED BY THE RESPONDENT (Individual) SIGNED by:
(FULL NAME)	(FULL NAME)
(FULL NAME)	(FULL NAME)
Signature In the presence of:	Signature In the presence of:
Signature of Witness	Signature of Witness
Full Name of Witness	Full Name of Witness
Address of Witness	Address of Witness
Occupation of Witness (Corporation)	Occupation of Witness (Corporation)
Full Name of Corporation	Full Name of Corporation
ACN/ABN	ACN/ABN
EXECUTED BY THE RESPONDENT)PURSANT TO ITS CONSTITUTION)AND THE CORPORATIONS ACT)	EXECUTED BY THE RESPONDENT)PURSANT TO ITS CONSTITUTION)AND THE CORPORATIONS ACT)
Sole/Director	Sole/Director
Full Name of Director	Full Name of Director

#### **3** ACCEPTANCE OF OFFER BY THE SHIRE OF ASHBURTON

THIS OFFER IS ACCEPTED on behalf of the **SHIRE OF ASHBURTON** by person(s) authorised by its Council in accordance with Part 4 Division 2 Regulation 18 of the Local Government Functions and General Regulations 1996.

Authorised Officer (FULL NA	AME)

Witness (FULL NAME)

Authorised Officer Signature

Witness Signature

Date

A true copy of this document has been received by each of the signatories hereto -

Recipient Name	Recipient Name	Recipient Name	Recipient Name
Position	Position	Position	Position
Signature	Signature	Signature	Signature

# 4 **RESPONDENT'S RESPONSE**

The following checklist has been provided to assist you with your submission. Where it is necessary to provide additional information please ensure that all documents are clearly marked with the relevant attachment title to assist the Lessor with their assessment.

# 4.1 OTHER QUALITATIVE CRITERIA

Description of Qualitative Criteria	Weightin	g
A) Company Profile	20%	Tick if attached
Describe your experience in completing/supplying similar services to the "Proposed Use" –		
<ul> <li>Details of the size of your organisation</li> <li>Details of your corporate structure</li> <li>Provide a copy of your company business plan and / or any other supporting documentation</li> </ul>		
<ul> <li>B) Demonstrated Capacity</li> <li>Describe your experience in completing/supplying similar services -</li> </ul>	20%	Tick if attached
• Details of similar works		
<ul> <li>C) Demonstrated Financial Capacity</li> <li>Describe your experience in completing/supplying similar services –</li> <li>Provide a completed financial model, for each year of operation for five years which includes all sources of income, all planned expenditure including indirect costs and details of the basis on which costs have been determined</li> </ul>	20%	Tick if attached
<ul> <li>D) Organisational Capacity</li> <li>Details of –</li> <li>Staffing <ul> <li>Operational hours</li> </ul> </li> </ul>	20%	Tick if attached
E) Compliance and Quality Assurance	10%	Tick if attached

Show, where necessary, the ability to supply and sustain the necessary –		
<ul> <li>Works</li> <li>Opportunity, if any, for local business and suppliers to be engaged</li> </ul>		
<ul> <li>F) Referees</li> <li>Provide details of a minimum of 3 referees. Provide details of work provided for your referees.</li> </ul>	10%	Tick if attached

# 4.2 FINANCIAL POSITION

Are you presently able to pay all your debts in full as and when they fall due?	Yes / No	)
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	Yes / No	)
If you are awarded a Lease, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes / No	
In order to demonstrate your financial ability to undertake this contract, in an attachment labelled <b>"Financial Position"</b> include a profit and loss statement and the latest financial with a list of financial referees from your bank and/or accountant.	"Financial Position"	Tick if attached

# 4.3 INSURANCE COVERAGE

The insurance require responsibility. Tender coverage in a format a <b>"Insurance Coverage</b>	rers are to supply evident solutions of the supply evidence of the s	dence of their insurand n an attachment labelle	ed "Insurance"	-	Tick if attached
be provided to the Prin	cipal within 14 days	of acceptance.			•
Туре	Insurer / Broker	<b>Policy Number</b>	Value (\$)	Exp	oiry Date
Public Liability					
Workers					
Compensation					
<b>Product Liability</b>					

#### PRELIMINARY PLAN



